



भारतीय दूरसंचार विनियामक प्राधिकरण  
TELECOM REGULATORY AUTHORITY OF INDIA  
भारत सरकार /Government of India



**DIRECTION**

**Dated: 17<sup>th</sup> January, 2020**

**Subject: Direction to M/s Tata Sky Limited under section 13, read with sub-clause (v) of clause (b) of sub section (1) of section 11, of the Telecom Regulatory Authority of India Act, 1997, to ensure compliance to Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) Regulations, 2007(08 of 2007).**

**No. 03-84/2018-B&CS ---** Whereas the Telecom Regulatory Authority of India [hereinafter referred to as the Authority], established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997) [hereinafter referred to as TRAI Act, 1997], has been entrusted with discharge of certain functions, *inter-alia*, to regulate the telecommunication services; fix the terms and conditions of inter-connectivity between the service providers; ensure technical compatibility and effective inter-connection between different service providers; lay-down the standards of quality of service to be provided by the service providers and ensure the quality of service and conduct the periodical survey of such service provided by the service providers so as to protect interest of the consumers of telecommunication services;

2. And whereas the Central Government, in the Ministry of Communication and Information Technology (Department of Telecommunications), vide its notification No.39, ---

(a) issued in exercise of powers conferred upon by proviso to clause (k) of sub-section (1) of section 2 of the TRAI Act, 1997 and

(b) published under notification number S.O.44(E) dated the 9<sup>th</sup> January, 2004 in the Gazette of India, Extraordinary, Part II, Section 3 – sub-section (ii)---

notified broadcasting services and cable services to be telecommunication service;

3. And whereas the Authority, in exercise of the powers conferred upon it by section 36, read with sub clauses (i) and (v) of clause (b) of sub-section (1) of section 11 of the TRAI Act, 1997 made the Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) Regulations, 2007 (08 of 2007) dated the 31<sup>st</sup> August, 2007 (hereinafter referred to as the DTH QoS Regulations 2007);



4. And whereas regulations 9A of DTH QoS Regulations 2007 reads as under: -

**“9A. No change in composition of a subscription package during first six months of enrolment or during the period of validity of subscription paid in advance. ----- (1) No direct to home operator shall change the composition of a subscription package which has been subscribed to by a direct to home subscriber, so as to discontinue exhibition of any particular channel in that subscription package, ----**

*(a) during the period of six months from the date of enrolment of the subscriber to such subscription package in the case of a subscriber who pays his subscription amounts under such subscription package by recharging or by making payments periodically to the direct to home operator; or*

*(b) during the entire period of validity of the subscription package if the subscription amount in respect of such subscription package has been paid in advance by the direct to home subscriber or in instalments as per offer of the direct to home operator, -----*

*if such channel continues to be available on its direct to home service on its platform:*

*(2) If any particular channel included in a subscription package which has been subscribed to by a direct to home subscriber subsequently becomes unavailable on the direct to home service of the direct to home operator on its platform, the direct to home operator shall reduce the subscription charges for such subscription package on a proportionate basis from the date of discontinuance of the channel from the direct to home service of the direct to home operator till the expiry of a period of six months from the date of enrolment of that subscriber, or till the expiry of the contracted period of subscription for which the amount of subscription has been paid in advance or in instalments as per offer of the direct to home operator, whichever is later.*

*Provided that, instead of proportionately reducing the subscription charges for such subscription package on account of non-availability of such channel, the direct to home operator may, at its discretion, introduce in such subscription package another channel of the same genre and language as the channel which has so become unavailable on the direct to home service of the direct to home operator.*

*Provided further that the direct to home operator shall give an option to each one of its direct to home subscribers, who have subscribed to such subscription package, an option to choose from the modified subscription package with charges reduced on proportionate basis and the modified subscription package with the removed channel replaced by another channel of the same genre and language, and the direct to home subscriber shall be free to exercise the option for the period from the date of discontinuance of the channel from the direct to home service of the direct to home operator till the expiry of a period of six months from the date of enrolment of that subscriber, or till the expiry of the contracted period of subscription for which the amount of subscription has been paid in advance or in instalments as per offer of the direct to home operator, whichever is later.*



*Explanation: For the removal of doubts, it is hereby declared that the amount of reduction on proportionate basis in the subscription charges, on account of removal of a channel from a subscription package, shall be calculated by dividing the amount of subscription charges for the original subscription package by the number of channels included in the original package.*

5. And whereas the Authority issued a direction dated 8<sup>th</sup> July 2019 to M/s Tata Sky Ltd. wherein Tata Sky was required to submit the information on the following issues:-

- (a) confirm whether the choice was given to the consumer to choose between the proportionate refund and alternate channels;
- (b) provide the details of the communication made to subscribers for providing choice to the consumers regarding the refund or refund policy;
- (c) credit the refunds to the subscribers who were not given an option to choose between the proportionate refund and alternate channels, if any;
- (d) provide a list of consumers with amount of the refund credited to the consumers for the period of discontinuance of the channels;
- (e) provide the list of churned out subscribers who were to be refunded for the period of discontinuance of the channels along with the details of the amount to be refunded to such subscribers;
- (f) provide a copy of Interconnect Agreement of M/s Tata Sky Ltd. with M/s Sony Picture Private Limited which is in force as on date.

6. And whereas M/s Tata Sky Ltd., in response to the Authority's direction dated 8<sup>th</sup> July 2019, vide its letter dated 18<sup>th</sup> July 2019, inter-alia, submitted that the refund was made to all those subscribers who came through TRAI portal and who approached Tata Sky;

7. And whereas the Authority on examination of the response submitted by M/s Tata Sky Ltd. observed that it failed to address the matter in true spirit of the regulatory provisions and explain the reasons for non-compliance of the DTH QoS Regulations 2007;



8. Now, therefore, the Authority, in exercise of powers conferred upon it under section 13, read with sub-clause (v) of clause (b) of sub section (1) of section 11, of the Telecom Regulatory Authority of India Act, 1997, hereby directs M/s Tata Sky Ltd to:-

- (i) refund to all the subscribers who were affected during the period from 1<sup>st</sup> October 2018 to 5<sup>th</sup> December 2018, for which the payment was taken;
- (ii) submit, to the Authority, a list of subscribers, to whom refund has been made under para (i) above, alongwith the amount of such refund;
- (iii) deposit any amount that could not be refunded to the subscribers under para (i) above, into the following account, as per the provisions of the Telecommunication Consumers Education and Protection Fund Regulations 2007 (6 of 2007);

Account Name: Telecommunication Consumers Education and Protection Fund (TCEPF)

Account No: 520101223026359

Bank and Branch: Corporation Bank, Asaf Ali Road

IFSC Code: CORP0000679

- (iv) furnish compliance report of this Direction to the Authority within twenty one (21) days from the date of issuance of this Direction.

  
(Arvind Kumar)  
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To,

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